

and Parcel 3.

Mr. Tisdale: Is that as shown on Exhibit 1?

Mr. Brown: Correct. Now it gets even more interesting as you go on in time and I think that Equity is in 1880, approximately. In 1898, the County Commissioners approached the owners of this property, again, thinking that it was under one deed that Mrs. Shepherd has title to, to purchase a Right of Way for relocation of the county road and in Liber D.H.H. 1 at 89 there is a deed of record taking a 30 foot wide swath through our Parcels 2 and 3. Now my survey showed this as an out-conveyance because I clearly think that the intent at the time was to sell this piece of property to the County. The BEING clause used in this deed, unfortunately, was to the larger parcel, again the surveyor at this time, who I have some first-hand knowledge on, Dan Wolfe, apparently did the same oversight that they did at the time of the settlement of the estate as pointed out in the Equity case. But, our survey reflected the fact, and I think we're comfortable with the idea that this D.H.H. 1 at 89, even though the BEING clause is in error, it's intended that the holders of that title at that time, did in fact give up that 30 foot strip and that's why the J.S. 29 at 414 is split in two parcels as shown on the Plat of Parcels 2 and 3.

Mr. Tisdale: Who executed the deed you referred to at D.H.H. 1, page 89?

Mr. Brown: Silas Harp did, and well just let me verify that. There's sort of a backup or a straw deed on this also. Elias Routzahn was the owner to the North at the time the County took this property in this deed